



**REQUEST FOR QUOTATIONS
FAX ON DEMAND**

Arizona Game and Fish Department
Purchasing Office
2221 West Greenway Road
Phoenix, AZ 85023

RFQ NO: QF05-015-K
Quotations will be accepted until
5:00 p.m. on October 18, 2004.

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Date: October 5, 2004

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

Vendor should quote his best net price, FOB destination, including all delivery charges, including applicable taxes. Delivery schedule and discount for early payment should be indicated in spaces provided below. Return your quotation promptly to the requesting Region/Branch at the FAX number indicated below. **NOTE: The State of Arizona's Uniform Terms and Conditions, and Instructions to Offerors are hereby incorporated by reference. These documents may be accessed at www.azspo.az.gov or by manually calling the State Procurement Office at (602) 542-5511. A copy of these documents are on file and available for review in the Arizona Game and Fish Department Purchasing Office. It is the Offeror's responsibility to obtain the current revision of these documents.**

This procurement is expected to be between \$1,000.00 and \$35,000. In accordance with A.R.S. § 41-2535 and A.A.C. R2-7-335 purchases under \$25,000 are restricted to small businesses. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full-time employees or which had gross receipts of less than \$4 million dollars in its last fiscal year (A.R.S. Section 41-1001-14). **BY SUBMITTING A QUOTE IN RESPONSE TO THIS SOLICITATION, AN OFFEROR CERTIFIES THAT IT IS A SMALL BUSINESS AS DEFINED ABOVE.**

DELIVERY POINT:

House Rock Wildlife Area
North of the North Rim of the Grand Canyon National
Park, 170 miles from Flagstaff.

Buyer: Elizabeth Kellim
Phone No.: (602) 789-3461
FAX No.: (602) 789-3922

VENDOR QUOTATION

Item	Qty	Unit	Description	Unit Price	Extended Price
1	Ea		Excavate and bury HDPE pipe for a water storage tank in the House Rock Wildlife Area in accordance with the requirements of the RFQ. Excavation and burial of pipe, as per specification 2.1 on page 10.	\$_____/foot	\$_____/foot
2	Ea		Per mile charge for each piece of equipment to be driven to the project site from the starting point designated by the vendor, as per specification 2.5 on page 11. STARTING POINT: _____	\$_____/mile	\$_____/mile
3	Ea		Necessary permits, as per specification 2.6 on page 11.	\$_____	\$_____

THIS IS NOT A PURCHASE ORDER

THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name	Address	City	State	Zip	Phone #
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Delivery is promised within _____ calendar days after receipt of an order. If payment is made within _____ days after receipt of goods or services, the buyer is entitled to a discount of _____% on the above-listed price(s).

Signature

Date

Typed Name and Title

Tax ID No. _____ "AN EQUAL OPPORTUNITY AGENCY" Fax No.: _____



**REQUEST FOR QUOTATIONS
FAX ON DEMAND
(Continuation Sheet)**

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2221 West Greenway Road
Phoenix, AZ 85023

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VENDOR QUOTATION


DELIVERY POINT:

House Rock Wildlife Area
North of the North Rim of the Grand Canyon
National Park, 170 miles from Flagstaff.

Buyer: Elizabeth Kellim
Phone No.: (602) 789-3461
FAX No.: (602) 789-3922

VENDOR QUOTATION

Item	Qty	Unit	Description	Unit Price	Extended Price
			<p>Vendor Certification:</p> <p>SMALL BUSINESS</p> <p>A small business concern is defined as a business, including its affiliates, which is independently owned and operated; is not dominant in the field of operations in which it is bidding on State contracts; and can further quality under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administrations.</p> <p><input type="checkbox"/> This company is a small business concern. <input type="checkbox"/> This company is not a small business concern.</p> <p>MINORITY BUSINESS ENTERPRISE</p> <p>A minority business enterprise is defined by Section 3 of the Small Business Act as a small business that is owned and controlled by one or more minorities or women. Owned and controlled means a business that is at least 51 percent owned by one or more minorities or women. In the case of a publicly owned business at least 51 percent of the stock must be owned by one or more minorities or women and the management and daily business operations must be controlled by one or more of said individuals. Minority group members will consist of those groups defined under Section 8 (a) of the Small Business Act.</p> <p><input type="checkbox"/> This company is a minority business enterprise. <input type="checkbox"/> This company is a woman owned business enterprise. <input type="checkbox"/> This company is not a minority business enterprise</p> <p>THIS IS NOT A PURCHASE ORDER</p>		
				Tax (_____ %)	\$ _____
				TOTAL AMOUNT	\$ _____

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1. **PURPOSE**

The purpose of this solicitation is to provide excavation and burial services of HDPE pipe for a water storage tank approximately 170 miles from Flagstaff, Arizona , north of the North Rim for the Arizona Game and Fish Department (AGFD) in accordance with the requirements of the RFQ.

2. **CIVIL RIGHTS NOTIFICATION**

The Arizona Game and Fish Department prohibits discrimination on the basis of race, color, sex, national origin, age, disability in its programs and activities. If anyone believes they have been discriminated against in any of the AGFD programs or activities, including its employment practices, the individual may file a complaint alleging discrimination directly with the AGFD Deputy Director, 2221 W. Greenway Rd., Phx., AZ 85023, (602) 789-3290, or the U.S. Fish and Wildlife Service, 4040 N. Fairfax Dr., Suite 130, Arlington, VA 22203. If you require this document in an alternative format, please contact the AGFD Deputy Director as listed above or call TTY at 1-800 367-8939.

3. **REQUIRED INFORMATION**

The following items will be submitted with each bid. Failure to include all of the items may result in a bid being rejected.

A. PRICE SHEET

Page 1 and 2 of 16, complete all information requested.

B. REFERENCES


See Special Terms and Conditions, Page 7 of 16, Paragraph 12 and complete Page 12 of 16.

C. SUBCONTRACTORS LIST

See Special Terms and Conditions, Page 7 of 16, Paragraph 11. Provide all information requested using Page 13 of 16.

4. **CONTRACT TERM**

The term of contract will commence upon date of award and continue for a period of twelve (12) months thereafter, unless terminated, cancelled or extended as otherwise provided herein.

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5. INSURANCE

Contractor's Obligations: Without limiting any liabilities or any other obligation of the Contractor, the Contractor will purchase and maintain insurance coverage listed below. Coverage will be provided with forms and insurers acceptable to the State of Arizona until all obligations under this Contract are satisfied. All insurers must be authorized to do business in the State of Arizona by the Arizona Department of Insurance and possess a current AM Best, Inc. rating of at least A VII.

- A. Commercial General Liability, with minimum limits of \$1,000,000 per occurrence, and minimum unimpaired Products and Completed Operations aggregate and General Aggregate minimum limits of \$2,000,000. Coverage will be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis. The policy will include coverage for:

- Bodily Injury;
- Broad Form Property Damage (including completed operations);
- Personal Injury;
- Blanket Contractual Liability;
- Products and Completed Operations, and this coverage will extend for one year past acceptance, cancellation or termination of the services or work defined in this contract;
- Fire Legal Liability;


- B. Business Automobile Liability, with minimum limits of \$1,000,000 combined single limit per occurrence, with respect to claims arising from the ownership, maintenance or use of any auto assigned to or used in the performance of this contract. This requirement may be modified at the discretion of Arizona Game and Fish Department to acknowledge coverage provided by a Family or Personal Automobile Liability policy endorsed to cover Business Use of the vehicle(s) used in performance of this contract.

- C. Workers Compensation and Employers Liability insurance as required by the State of Arizona Workers Compensation statutes, as follows:

Workers Compensation (Coverage A):	Statutory Arizona benefits;
Employers Liability (Coverage B):	\$500,000 each accident;
	\$500,000 each employee/disease;
	\$1,000,000 policy limit/disease.

Policy will include endorsement for All State coverage for state of hire.


- D. Professional Liability Insurance with minimum limits of \$1,000,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000 with respect to this contract. The Retroactive Coverage Date (if written on a Claims-Made form) will be the same as the effective date of this contract. The policy will cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract and, at the discretion of the State of Arizona and the Arizona Game and Fish Department, will include one of the following types of Professional Liability policies:

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- Errors and Omissions
- Medical Malpractice
- Druggists Professional
- Architects/Engineers Professional
- Lawyers Professional
- Teachers Professional
- Accountants Professional
- Social Workers Professional
- Other (Specify profession from Scope of Work)

The policy will contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

- E. The State of Arizona and Arizona Game and Fish Department reserves the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature.
- F. In case any work is subcontracted, the Contractor will require all Subcontractors to provide comparable coverage.
- G. Failure on the part of the Contractor to procure or maintain required insurance will constitute a material breach of contract upon which the Contracting Agency may immediately terminate this Contract.
- H. The policies required by the Commercial General and Business Automobile Liability Sections herein will be endorsed to include the State of Arizona and Arizona Game and Fish Department as additional insured and will require that the insurance provided by Contractor will be primary insurance and that any insurance carried by the State of Arizona and Arizona Game and Fish Department will be excess and not contributory insurance to that provided by Contractor.
- I. Certificates of Insurance acceptable to the State of Arizona and Arizona Game and Fish Department will be issued and delivered prior to the commencement of the work defined in this contract, and will identify this contract and include certified copies of endorsements naming the State of Arizona and Arizona Game and Fish Department as Additional Insured as required. The insurance policies required by this paragraph will contain a provision that coverages afforded will not be cancelled or materially altered until at least 60 days prior written notice has been given to the State of Arizona and Arizona Game and Fish Department.
- J. Failure on the part of the Contractor to meet these requirements will constitute a material breach of contract, upon which the State of Arizona and Arizona Game and Fish Department may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and Arizona Game and Fish Department will be repaid by the Contractor upon demand, or the State of Arizona and Arizona Game and Fish Department may offset the cost of the premiums against any monies due to the contractor. Costs for coverages broader than those required or for limits in excess of those required will not be charged to the State of Arizona and Arizona Game and Fish Department. Contractor and its insurer(s) providing the required coverages will waive their rights of recovery against the State of

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Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

- K. If the contractor is the State of Arizona, its departments, agencies, boards and commissions, then the above will not apply.

6. INDEMNITY

The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions will be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions will be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

If the contractor is the State of Arizona, its departments, agencies, boards and commissions, then the above will not apply.

7. ESTIMATED QUANTITIES

The quantities listed in the RFQ are estimates only. Actual quantities purchased may vary from estimates. The State reserves the right to purchase greater or lesser quantities than indicated without penalty.

8. TAXES

The applicable State and local taxes will be listed on the price sheet.

9. MULTIPLE AWARDS

In order to assure that any ensuing contracts will allow the AGFD to fulfill current and future requirements, the AGFD reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the AGFD. The fact that the AGFD may make multiple awards should be taken into consideration by each potential Contractor.


10. LICENSES

Contractor will maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Contractor will be responsible for ensuring the current license and permit status of subcontractors, if any.

Failure of the Contractor to obtain or maintain approved federal, state and local licenses and permits required for the operation of the business and performance of this IFB may be considered a failure to perform to expectations.

11. SUBCONTRACTING

Offerors may subcontract to third party vendors to meet requirements as set forth in this solicitation. A third party vendor is defined as being completely owned and operated separately from the Offeror. All subcontractors will be named on Page 13 of 16, Subcontractors. All information regarding subcontractor's personnel and inventory will

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also be stated in the offer. Neither this agreement, nor any portion thereof, may be assigned by the Contractor without the written consent of the AGFD first having been obtained. The Contractor is responsible for contract performance whether or not subcontractors are used.

12. REFERENCES

The Offeror will provide a minimum of three (3) references where similar product(s) and services have been provided. Include company name, address, telephone number, complete Page 12 of 16.

13. METHOD OF PAYMENT

All payments shall be made in arrears.

14. ACCEPTANCE

Each project will be subject to a complete inspection by AGFD prior to acceptance. Inspection criteria will include, but not be limited to, conformity to the plans and specifications, quality, workmanship and materials. Thirty calendar days will be allowed for this process. If the project is rejected prior to acceptance for any reason, additional periods of thirty calendar days will be allowed for inspection when services occur.

15. INSPECTION

The Contractor will permit and facilitate inspection of the work by the AGFD. Inspection or lack of inspection during any phase of the project does not constitute acceptance of that work. The AGFD may reject any work that fails to comply with the plans and specifications at any point in the contract.

16. CONTRACTOR RESPONSIBILITY


The Contractor will be responsible for any damages whatsoever to AGFD property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or subcontractors.

17. SUPERVISION

The Contractor will provide a supervisor for this contract who will be responsible for the competent performance of all services. The supervisor will make sufficient routine inspections to insure that all work is performed as specified.

18. CONTRACTOR'S EMPLOYEES

All persons engaged in performance of work under this contract will be bona fide employees of the Contractor and will not be subcontractors. The Contractor will comply with the laws of the State of Arizona, as well as all Local and Federal Legislation relevant to the Contractor's business. This is not to preclude the Contractor's use of subcontractors for "one-time" services when prior approval is given by

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AGFD.

19. REMOVAL OF CONTRACTOR'S EMPLOYEES

- A. The Contractor agrees to utilize only experienced, responsible and capable employees in the performance of this work. If requested in writing by the AGFD, The Contractor will remove from the job and AGFD premises any employees who endanger person or property or whose continued work is inconsistent with this contract or the interests of the AGFD.
- B. The Contractor will be fully responsible for any loss of or damage to AGFD property while such is in his possession and/or subject to his control.
- C. The Contractor agrees that Contractor employees will not divulge or release data or information developed or obtained in connection with the performance of the resulting contract, unless made public by the AGFD, except to authorized AGFD personnel or upon written approval of the AGFD.
- D. Employees assigned by the Contractor will at all times during such assignment be and remain the employee of the Contractor, who will be solely responsible for the payment of his entire compensation earned in connection with the subject matter of this contract, including provision for withholding all employment taxes, Social Security taxes, Federal income tax, State income tax, and any other taxes normally associated with having an employee. The Contractor will also pay all taxes and fees matching, unemployment insurance, etc. The Contractor will be responsible for any benefits, such as health insurance, retirement pension plan, and life insurance that the Contractor may offer employees as benefits. Subcontract employees will not be authorized.
- E. Contractor employees will not solicit new business while performing assignments on AGFD property. The Contractor and his employees will conduct only such business as covered by a resultant contract during periods paid for by the AGFD. Any business not directly related to the resultant contract will not be conducted at the AGFD facility.

20. NON-EXCLUSIVE CONTRACT


The AGFD will have the right to go outside of the contract to obtain similar goods or services from another source when necessary to meet the requirements of the AGFD.

21. POST AWARD CONFERENCE

After award of this solicitation, the Contractor(s) may be required to participate in a post award conference.

22. CONTRACTS ADMINISTRATION

Following award, the Contractor(s) will contact the AGFD Purchasing Office assigned buyer for guidance or direction in contract interpretation or questions regarding the terms, conditions or scope of the contract.

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23. CONTRACT MODIFICATIONS


The State and AGFD will reserve the right to modify this contract as circumstances may require without penalty to fulfill the department needs. The Contractor (s) will be notified prior to any changes in the contract.

24. CIVIL RIGHTS ASSURANCE STATEMENT

The Contractor and Subcontractors are subject to Title VI of the Civil Rights Act of 1964, Section 504 of Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendment of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of the **RECIPIENT** on the basis of race, color, national origin, age, sex (in educational activities) or disability.

NOTE: An Assurance Statement will be required to be signed by an individual, private organization, or institution receiving fish and wildlife conservation assistance under the following circumstances:

- A. If the premises are at any time opened to the public.
- B. If Hunter or Aquatic Resource Education, or any other information/education program sponsored by AGFD, is held on private property.

	SPECIFICATIONS		Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
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1. **PURPOSE**

The purpose of this solicitation is to provide excavation and burial services of HDPE pipe for a water storage tank for the Arizona Game and Fish Department (AGFD) in accordance with the requirements of the RFQ.

2. **SPECIFICATIONS**

2.1. **Services to be Provided**

The project involves burying 12,600 feet of 1½” flexible plastic HDPE pipeline (160 psi SIDR-9, NuMex Plastics, Inc., or similar) to a depth of 18” to 24” (24” is preferred).

Pipe material is in rolls of 1,000 feet, and each roll weighs approximately 800 pounds. Contractor will excavate and bury pipeline.

2.2. **Responsibilities of the Department**


Materials for the pipeline will be provided (pipe, plumbing, connections, air vents, etc.). The Department will distribute rolls of pipe material along the project alignment prior to the project to facilitate burial. Plumbing attachments at either end of the pipeline, and installation of any necessary vents, will be completed by the House Rock Wildlife area manager, and will not be the responsibility of the contractor. Sections of old PVC pipe unearthed during excavation will be removed and disposed of by the Wildlife Area manager, and will not be the responsibility of the contractor.

Bunk facilities are available at the wildlife area headquarters for use during the project.

2.3. **Location**

The project site is located on the House Rock Wildlife Area, just north of the North Rim of the Grand Canyon National Park, and east of the Kaibab Plateau. It is approximately 170 miles from Flagstaff, Arizona, south of Hwy 89A (ALT 89). The route to the project site includes approximately 28 miles of dirt road, 25 miles of it graded road, 3 unimproved. See Attachment I for general and specific locations of the project. The pipeline alignment is immediately adjacent to an unimproved dirt road (See Attachment II).

The alignment along which the pipeline is to be buried has been previously excavated, which should facilitate excavation. The alignment is over relatively flat ground in sagebrush-grassland habitat, with approximately 110’ of fall over the 12,600’ distance. There are several gentle swales along the alignment, but none are more than 30’ or 40’ in depth, and the slopes are very gradual. A degraded light-duty PVC pipe (Attachment III) is currently in place along much of the alignment, but should present no problem to excavation.

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2.4. Terms of Quote

Individual projects would be expected to be initiated as soon as possible following notification and site orientation by an authorized Department representative, and to be completed no later than two weeks following initiation.

2.5. Required Equipment

The Wildlife Area manager will have a backhoe on site to assist with the project, but it is an old machine with somewhat limited capabilities, and should not be counted on as reliable enough to perform critical components of the project (such as trenching extended distances; it can assist in moving rolls of pipe, for example).

2.6. Requested Quotes

As a function of this request for quotes, potential vendors would provide the following:

1. Excavation and burial costs per foot.
2. Starting point of travel (i.e. town center, address, etc.) for calculating mileage to project.
3. Per mile charge for each piece of equipment to be driven to the project site from the starting point designated by the vendor.
4. Any necessary equipment transportation permit fees.

2.7. Personnel Assignments

Department Contact for Logistical Questions: Mark Brown (928) 606-2080.



REFERENCES

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The references listed above will be purchasers/users of the material and/or service bid. The contact person will be someone who has responsibility for the operation of the material and/or service. References from the western United States are preferred. Reference of AGFD will not be included. Offeror will provide References as requested in Page 8 of 14, Special Terms and Conditions, Paragraph 14.

1) Company: _____ Contact Name: _____ Phone: _____

Address: _____

Project/Contract Description and Delivery Requirements _____

2) Company: _____ Contact Name: _____ Phone: _____

Address: _____

Project/Contract Description and Delivery Requirements _____

3) Company: _____ Contact Name: _____ Phone: _____

Address: _____

Project/Contract Description and Delivery Requirements _____



REFERENCES

Arizona Game and Fish Department
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SUBCONTRACTORS

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Offeror to provide Subcontractor listing, if applicable, along with experience in area of subcontracting. See Page 7 of 14, Special Terms and Conditions, Paragraph 13.

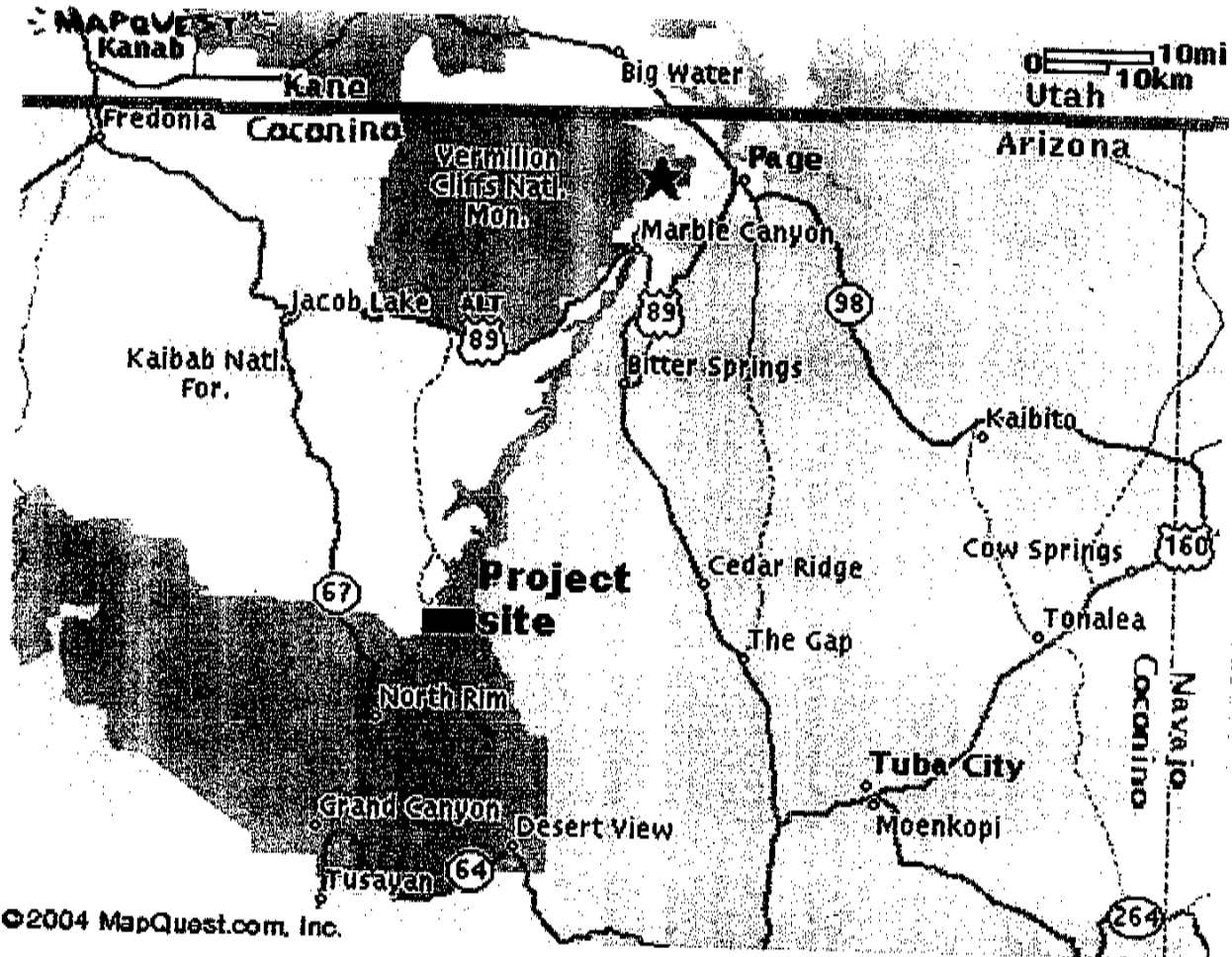
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**ATTACHMENT I**

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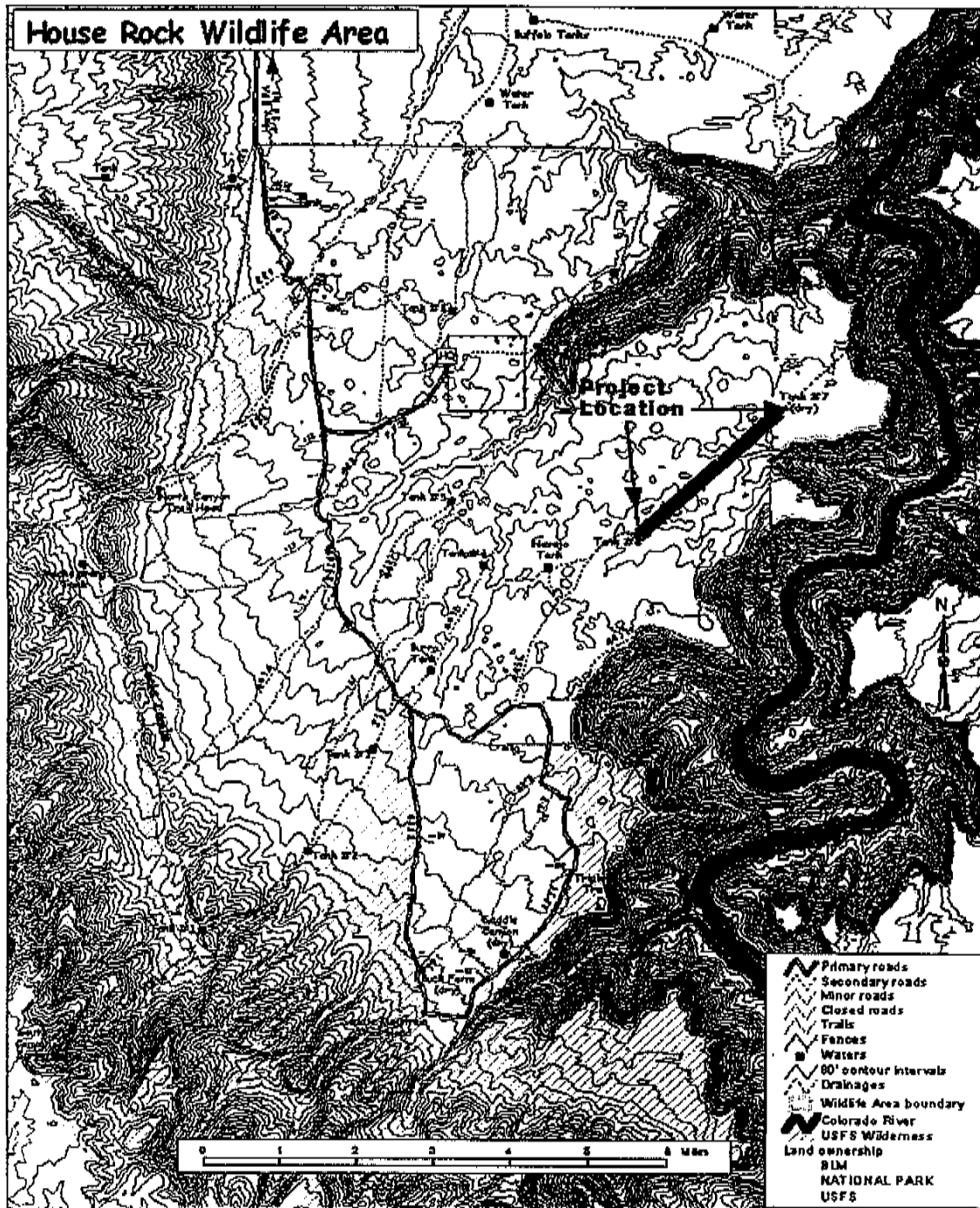



**ATTACHMENT II**

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Purchasing Office
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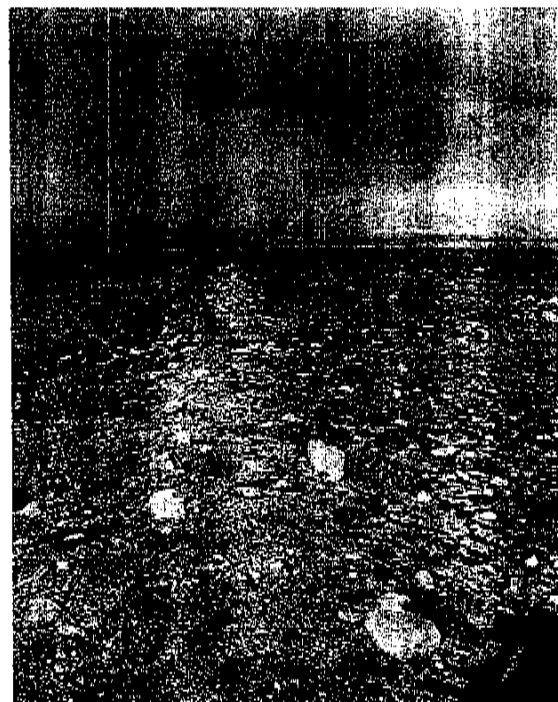
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	ATTACHMENT III	Arizona Game and Fish Department Purchasing Office 2221 West Greenway Road Phoenix, Arizona 85023-4399
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Terminus of pipeline alignment, looking west



Pipeline alignment, looking east